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*Attorneys for Plaintiff and Proposed Class Counsel*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

COURTNEY DENNIS, on behalf of  
herself and all others similarly situated,

Plaintiff,

vs.

RALPH LAUREN CORPORATION, a  
Delaware corporation, RALPH LAUREN  
RETAIL, INC., a Delaware corporation,  
and DOES 1- 20, inclusive,

Defendants.

Case No. **'16CV1056 WQHBGS**

**CLASS ACTION COMPLAINT**

- 1. Violation of California's Unfair Competition Laws ("UCL"); California Business & Professions Code Sections 17200, et seq.**
- 2. Violation of California's False Advertising Laws ("FAL"); California Business & Professions Code Sections 17500, et seq.**
- 3. Violations of California Consumer Legal Remedies Act ("CLRA"); Civ. Code § 1750, et seq.**

**[DEMAND FOR JURY TRIAL]**

1 Plaintiff COURTNEY DENNIS brings this action on behalf of herself and all others  
2 similarly situated against Defendant RALPH LAUREN CORPORATION and Defendant  
3 RALPH LAUREN RETAIL, INC. (collectively “Defendants”), and states:

4 **I. NATURE OF ACTION**

5 1. This is a class action regarding Defendants’ false and misleading  
6 advertisement of “market” prices, and corresponding phantom “savings,” on clothing and  
7 fashion apparel sold in its retail outlet stores. During the Class Period (defined below),  
8 Defendants advertised false price discounts for merchandise sold throughout their retail  
9 outlet stores.

10 2. During the Class Period, Defendants continually misled consumers by  
11 advertising clothing and fashion apparel at discounted, “savings” prices. Defendants would  
12 compare the “sale” prices to false “market” prices, which were misrepresented as the  
13 “market” retail prices from which the “savings” was discounted. The advertised discounts  
14 were nothing more than mere phantom markdowns because the represented market prices  
15 were artificially inflated and were not the original or “market” prices for clothing and  
16 fashion apparel sold at Defendants’ retail outlet stores. In addition, the represented  
17 “market” prices were not the prevailing marketing retail prices within three months next  
18 immediately preceding the publication of the advertised former prices, as required by  
19 California law.

20 3. Defendants convey their deceptive pricing scheme to consumers through  
21 promotional materials, in-store displays, and print advertisements. For example, in  
22 Defendants’ retail outlet stores, the pricing scheme is prominently displayed, advertising  
23 deep discounts, including “40% off” various items throughout the store.

24 4. The purported “market prices” never existed and/or did not constitute the  
25 prevailing market retail prices for such products within the three months immediately  
26 preceding the publication of the sales tag. The difference between the “sale” and “regular”  
27 prices is a false savings percentage used to lure consumers into purchasing products they  
28 believe are significantly discounted.

5. Through their false and misleading marketing, advertising and pricing scheme, Defendants violated, and continue to violate California law prohibiting advertising goods for sale as discounted from former prices which are false, and prohibiting misleading statements about the existence and amount of price reductions. Specifically, Defendants violated, and continue to violate, California's Business & Professions Code §§ 17200, *et seq.* (the "UCL"), California's Business & Professions Code §§ 17500, *et seq.* (the "FAL"), the California Consumers' Legal Remedies Act, California Civil Code §§ 1750, *et seq.* (the "CLRA"), and the Federal Trade Commission Act ("FTCA"), which prohibits "unfair or deceptive acts or practices in or affecting commerce" (15 U.S.C. § 45(a)(1)) and false advertisements. 15 U.S.C. § 52(a).

6. Plaintiff brings this action on behalf of herself and all other similarly situated consumers who have purchased from Defendants' retail outlet stores, one or more items of clothing and fashion apparel that was or were deceptively represented as discounted from false former prices. Plaintiff brings this action in order to halt the dissemination of this false, misleading, and deceptive price scheme; correct the false and misleading perception it has created in the minds of consumers; and to obtain redress for those who have purchased these products. Plaintiff seeks restitution and other equitable remedies, including an injunction under the UCL and FAL; and restitution, damages, and an injunction under the CLRA.

## II. JURISDICTION AND VENUE

7. This Court has original jurisdiction of this Action pursuant to the Class Action Fairness Act, 28 U.S.C §1332 (d)(2). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of \$5,000,000 and at least some members of the proposed Class have a different citizenship from Defendants.

8. The Southern District of California has personal jurisdiction over the Defendants named in this action because Defendants are corporations or other business entities authorized to conduct and do conduct business in the State of California.

1 Defendants also are registered with the California Secretary of State to do sufficient  
2 business with sufficient minimum contacts in California. Defendants intentionally avail  
3 themselves of the California market through the ownership and operation of numerous  
4 Ralph Lauren outlet and retail stores within the State of California.

5 9. Venue is proper under 18 U.S.C. §1965(a) because Defendants transact  
6 substantial business in this District, and a substantial part of the events giving rise to  
7 Plaintiff's claims arose in this District.

### 8 **III. PARTIES**

#### 9 **Plaintiff**

10  
11 10. COURTNEY DENNIS resides in San Diego, California. Plaintiff, in reliance  
12 on Defendants' false and deceptive advertising, marketing and "discount" pricing schemes,  
13 purchased a children's polo shirt for her daughter for \$44.99 (with sales tax, \$48.59) on or  
14 around November 19, 2015, at a Ralph Lauren Polo Factory Store located in Carlsbad,  
15 California. The shirt was advertised as having an original, or "market," price of \$74.99.  
16 That price was purportedly discounted and represented to Plaintiff as "40% off" according  
17 to the price tag and related signage. However, this product was not offered for sale at \$74.99  
18 at Defendants' retail outlet store, nor was it offered at that price within the 90-day time  
19 period immediately preceding Plaintiff's purchase. Therefore, Ms. Dennis was damaged  
20 by her purchase of the product.

#### 21 **Defendant**

22 11. Plaintiff is informed and believes, and upon such information and belief  
23 alleges, Defendant Ralph Lauren Corporation is a Delaware corporation with its principal  
24 executive offices in New York, New York.

25 12. Plaintiff is informed and believes, and upon such information and belief  
26 alleges, Defendant Ralph Lauren Retail, Inc. is a Delaware corporation with its principal  
27 executive offices in New York, New York.

28 13. Defendants operate Ralph Lauren and related outlet Ralph Lauren Polo

1 Factory stores as well as the ralphlauren.com website, and advertise, market, distribute,  
2 and/or sell clothing and clothing accessories in California and throughout the United States.

3       **14.** Plaintiff does not know the true names or capacities of the persons or entities  
4 sued herein as DOES 1-20, inclusive, and therefore sues such Defendants by such fictitious  
5 names. Plaintiff is informed and believes, and upon such information and belief alleges,  
6 that each of the DOE Defendants is in some manner legally responsible for the damages  
7 suffered by Plaintiff and the Class members as alleged herein. Plaintiff will amend this  
8 Complaint to set forth the true names and capacities of these Defendants when they have  
9 been ascertained, along with appropriate charging allegations, as may be necessary.

#### 10 **IV. FACTUAL BACKGROUND**

11  
12       **15.** On or around November 19, 2015, Plaintiff went shopping at the Ralph Lauren  
13 Polo Factory store in Carlsbad, California to purchase clothing and related apparel for  
14 herself and her family. Upon examining a particular children's polo shirt, she observed that  
15 the shirt were advertised at "40% off." Plaintiff observed signage within the store and the  
16 price tag on the shirt which represented that the shirt was "40% off." Believing that she  
17 was receiving a significant value by purchasing polo shirt for \$44.99 that had an original or  
18 "market" price of \$74.99, she decided to purchase the shirt and proceeded to the cash  
19 register where she did in fact purchase the shirt.

20       **16.** Specifically, relying upon Defendants' misrepresentations and false and  
21 deceptive advertising, Plaintiff purchased the shirt for \$44.66 (with sales tax, \$48.59). The  
22 price tag indicated the original or "market" price of the shirt was "\$74.99," and that they  
23 were being offered at a discount, described as 40% off. These purported "market" prices  
24 and corresponding price "discounts" and savings were false and misleading, as the  
25 prevailing retail price for the shirt during the three months immediately prior to Plaintiff's  
26 purchase was not the \$74.99 "market" price advertised by Defendants.

27       **17.** Plaintiff would not have purchased the shirt without the misrepresentations  
28 made by Defendants. As a result, Plaintiff has been personally victimized by and suffered

1 economic injury as a direct result of Defendants' unlawful, unfair and fraudulent conduct.

2       **18.** Defendants know that their comparative price advertising is false, deceptive,  
3 misleading and unlawful under California law.

4       **19.** Defendants fraudulently concealed from and intentionally failed to disclose to  
5 Plaintiff and other members of the proposed class the truth about its advertised price and  
6 former prices.

7       **20.** At all relevant times, Defendants have been under a duty to Plaintiff and the  
8 proposed class to disclose the truth about their false discounts.

9       **21.** Plaintiff relied upon Defendants' artificially inflated "market" price and false  
10 discounts when purchasing the polo shirt at Defendants' Polo Factory store. Plaintiff would  
11 not have made such purchases but for Defendants' representation of the fabricated original  
12 "market" prices and false discounts.

13       **22.** Plaintiff and the Class reasonably and justifiably acted and relied on the  
14 substantial price differences that Defendants advertised, and made purchases believing that  
15 they were receiving a substantial discount on an item of greater value than it actually was.  
16 Plaintiff, like other class members, was lured in, relied on, and damaged by these pricing  
17 schemes that Defendants carried out.

18       **23.** Defendants intentionally concealed and failed to disclose material facts  
19 regarding the truth about false former price advertising in order to provoke Plaintiff and the  
20 proposed class to purchase Ralph Lauren branded products in its Polo Factory store and/or  
21 retail outlet stores and/or on its Internet website.

22  
23 **V. CLASS ALLEGATIONS**

24       **24.** Plaintiff brings this action on behalf of herself and all other similarly situated  
25 Class members pursuant to Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil  
26 Procedure and seeks certification of the following Class against Defendants for violations  
27 of California state laws:

28 All individuals in the State of California who, within the applicable statute of

1 limitations preceding the filing of this action, purchased apparel at a discount  
2 at one of Defendants' Polo Factory stores and/or retail outlet stores.

3 Excluded from the Class are Defendants and their past and present officers, directors,  
4 employees, agents, and affiliates; Class counsel and their employees; and any judge who  
5 presides over this action as well as his/her staff. Plaintiff reserves the right to expand, limit,  
6 modify, or amend this class definition, including the addition of one or more subclasses, in  
7 connection with her motion for class certification, or at any other time, based upon, *inter*  
8 *alia*, changing circumstances and/or new facts obtained during discovery.

9 **25. Numerosity:** The class members are so numerous that joinder of all members  
10 is impracticable. Plaintiff is informed and believes that the proposed Class contain  
11 thousands of individuals who have been damaged by Defendants' conduct as alleged herein.  
12 The precise number of Class members is unknown to Plaintiff.

13 **26. Existence and Predominance of Common Questions of Law and Fact:** This  
14 action involves common questions of law and fact, which predominate over any questions  
15 affecting individual Class members. These common legal and factual questions include,  
16 but are not limited to, the following:

- 17 **a.** Whether, during the Class Period, Defendants used false "market" or  
18 "original" price labels and falsely advertised price discounts on their  
19 Ralph Lauren branded products they sold in their Polo Factory store  
20 and/or retail outlet stores;
- 21 **b.** Whether, during the Class Period, the "original" or "market" prices  
22 advertised by Defendants were the prevailing market prices for the  
23 respective Ralph Lauren branded products during the three month  
24 period preceding the dissemination and/or publication of the advertised  
25 former prices;
- 26 **c.** Whether Defendants' alleged conduct constitutes violations of the laws  
27 asserted;
- 28 **d.** Whether Defendants engaged in unfair, unlawful and/or fraudulent



business practices under the laws asserted;

e. Whether Defendants engaged in false or misleading advertising;

f. Whether Plaintiff and Class members are entitled to damages and/or restitution and the proper measure of that loss; and

g. Whether an injunction is necessary to prevent Defendants from continuing to use false, misleading or illegal price comparison.

27. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class because, *inter alia*, all Class members have been deceived (or were likely to be deceived) by Defendants' false and deceptive price advertising scheme, as alleged herein. Plaintiff is advancing the same claims and legal theories on behalf of herself and all members of the class.

28. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel experienced in complex consumer class action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff has no antagonistic or adverse interest to those of the Class.

29. **Superiority:** The nature of this action and the nature of laws available to Plaintiff and the Class make the use of the class action format a particularly efficient and appropriate procedure to afford relief to her and the class for the wrongs alleged. The damages or other financial detriment suffered by individual Class members is relatively modest compared to the burden and expense that would be entailed by individual litigation of their claims against Defendants. It would thus be virtually impossible for Plaintiff and Class members, on an individual basis, to obtain effective redress for the wrongs done to them. Absent the class action, Class members and the general public would not likely recover, or would not likely have the chance to recover, damages or restitution, and Defendants will be permitted to retain the proceeds of its fraudulent and deceptive misdeeds.

30. All Class members, including Plaintiff, were exposed to one or more of Defendants' misrepresentations or omissions of material fact claiming that former original



1 or “market” advertised prices were in existence. Due to the scope and extent of Defendants’  
 2 consistent false “discount” price advertising scheme, disseminated in a years-long  
 3 campaign to California consumers via a number of different platforms – in-store displays,  
 4 print advertisements, etc. – it can be reasonably inferred that such misrepresentations or  
 5 omissions of material fact were uniformly made to all members of the Class. In addition,  
 6 it can be reasonably presumed that all Class members, including Plaintiff, affirmatively  
 7 acted in response to the representations contained in Defendants’ false advertising scheme  
 8 when purchasing Ralph Lauren branded merchandise at Defendants’ Polo Factory store  
 9 and/or retail outlet stores.

10 31. Defendants keep extensive computerized records of its customers through,  
 11 *inter alia*, customer loyalty programs and general marketing programs. Defendants have  
 12 one or more databases through which a significant majority of Class members may be  
 13 identified and ascertained, and they maintain contact information, including email and  
 14 home addresses, through which notice of this action could be disseminated in accordance  
 15 with due process requirements.

## 16 VI. CAUSES OF ACTION

### 17 FIRST CAUSE OF ACTION 18 Violation Unfair Competition Law 19 Business and Professions Code § 17200 et seq.

20 32. Plaintiff repeats and re-alleges the allegations contained in every preceding  
 21 paragraph as if fully set forth herein.

22 33. The UCL defines unfair business competition to include any “unlawful, unfair  
 23 or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading”  
 24 advertising. Cal. Bus. Prof. Code § 17200.

25 34. The UCL imposes strict liability. Plaintiff need not prove that Defendants  
 26 intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices –  
 27 but only that such practices occurred.  
 28

1       **35.** A business act or practice is “unfair” under the UCL if it offends an established  
2 public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious  
3 to consumers, and that unfairness is determined by weighing the reasons, justifications and  
4 motives of the practice against the gravity of the harm to the alleged victims.

5       **36.** Defendants’ actions constitute “unfair” business acts or practices because, as  
6 alleged above, Defendants engaged in misleading and deceptive price comparison  
7 advertising that represented false original or “market” prices and “discount” prices that were  
8 nothing more than fabricated market prices leading to phantom markdowns. Defendants’  
9 acts and practices offended an established public policy, and engaged in immoral, unethical,  
10 oppressive, and unscrupulous activities that are substantially injurious to consumers.

11       **37.** The harm to Plaintiff and Class members outweighs the utility of Defendants’  
12 practices. There are and were reasonably available alternatives to further Defendants’  
13 legitimate business interests, other than the misleading and deceptive conduct described  
14 herein.

15       **38.** A business act or practice is “fraudulent” under the UCL if it is likely to  
16 deceive members of the consuming public.

17       **39.** A business act or practice is “unlawful” under the UCL if it violates any other  
18 law or regulation.

19       **40.** Defendants’ acts and practices alleged above have deceived Plaintiff and are  
20 highly likely to deceive members of the consuming public. Plaintiff relied on Defendants’  
21 fraudulent and deceptive representations regarding its “market” prices for Ralph Lauren  
22 branded products that Defendants sell at their Polo Factory store and/or other retail outlet  
23 stores. These misrepresentations played a substantial role in Plaintiff’s decision to purchase  
24 merchandise at a steep discount, and Plaintiff would not have purchased such merchandise  
25 without Defendants’ misrepresentations.

26       **41.** The FTCA prohibits “unfair or deceptive acts or practices in or affecting  
27 commerce” (15 U.S.C. § 45(a)(1)) and prohibits the dissemination of any false  
28 advertisements. 15 U.S.C. § 52(a). Under the FTC, false former pricing schemes, similar

1 to the ones implemented by Defendants, are described as deceptive practices that would  
2 violate the FTCA:

3 (a) One of the most commonly used forms of bargain advertising is to offer a  
4 reduction from the advertiser's own former price for an article. If the former  
5 price is the actual, bona fide price at which the article was offered to the public  
6 on a regular basis for a reasonably substantial period of time, it provides a  
7 legitimate basis for the advertising of a price comparison. Where the former  
8 price is genuine, the bargain being advertised is a true one. If, on the other  
9 hand, the former price being advertised is not bona fide but fictitious – for  
10 example, where an artificial, inflated price was established for the purpose of  
11 enabling the subsequent offer of a large reduction – the “bargain” being  
12 advertised is a false one; the purchaser is not receiving the unusual value he  
13 expects. In such a case, the “reduced” price is, in reality, probably just the  
14 seller's regular price.

15 (b) A former price is not necessarily fictitious merely because no sales at the  
16 advertised price were made. The advertiser should be especially careful,  
17 however, in such a case, that the price is one at which the product was openly  
18 and actively offered for sale, for a reasonably substantial period of time, in the  
19 recent, regular course of her business, honestly and in good faith – and, of  
20 course, not for the purpose of establishing a fictitious higher price on which a  
21 deceptive comparison might be based.

22 16 C.F.R. § 233.1.

23 42. California law also expressly prohibits false former pricing schemes. Cal. Bus.  
24 & Prof. Code §17501, entitled “*Value determinations; Former price advertisement*,” states:

25 For the purpose of this article the worth or value of any thing advertised is the  
26 prevailing market price, wholesale if the offer is at wholesale, retail if the offer  
27 is at retail, at the time of publication of such advertisement in the locality  
28 wherein the advertisement is published.

**No price shall be advertised as a former price of any advertised thing, unless the alleged former price was the prevailing market price as above defined within three months next immediately preceding the publication of the advertisement** or unless the date when the alleged former price did prevail is clearly, exactly and conspicuously stated in the advertisement.  
[Emphasis added.]

43. As detailed in Plaintiff's Third Cause of Action below, Cal. Civ. Code § 1770(a)(9), prohibits a business from "[a]dvertising goods or services with intent not to sell them as advertised," and subsection (a)(13) prohibits a business from "[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions."

44. Defendants' practices, as set forth above, have misled Plaintiff, the proposed class, and the general public in the past and will continue to mislead in the future. Consequently, Defendants' practices constitute an unlawful an unfair business practice in within the meaning of the UCL.

45. Defendants' violation of the UCL through its unlawful, unfair and fraudulent business practices are ongoing and present a continuing threat that members of the public will be deceived into purchasing products based on price comparisons of arbitrary and inflated original or "market" prices to "sale" prices that created merely phantom markdowns and led to financial damage for consumers, like Plaintiff and the proposed Class.

46. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendants to cease this unfair competition, as well as disgorgement and restitution to Plaintiff and the Class of all of Defendants' revenues associated with its unfair competition, or such portion of those revenues as the Court may find equitable.

**SECOND CAUSE OF ACTION**  
**Violation of the California False Advertising Law,**  
**California Business & Professions Code § 17500, *et seq.***

47. Plaintiff repeats and re-alleges the allegations contained in every preceding

1 paragraph as if fully set forth herein.

2       **48.** Cal. Bus. & Prof. Code § 17500 provides that “[i]t is unlawful for  
3 any...corporation...with intent...to dispose of...personal property...to induce the public to  
4 enter into any obligation relating thereto, to make or disseminate or cause to be made or  
5 disseminated...from this state before the public in any state, in any newspaper or other  
6 publication, or any advertising device, or by public outcry or proclamation, or in any other  
7 manner or means whatever, including over the Internet, any statement...which is untrue or  
8 misleading, and which is known, or which by the exercise of reasonable care should be  
9 known, to be untrue or misleading....” [Emphasis added].

10       **49.** The “intent” required by Cal. Bus. & Prof. Code § 17500 is the intent to dispose  
11 of property, and not the intent to mislead the public in the disposition of such property.

12       **50.** Similarly, this section provides, “no price shall be advertised as a former price  
13 of any advertised thing, unless the alleged former prices was the prevailing market  
14 price...within three months next immediately preceding the publication of the  
15 advertisement or unless the date when the alleged former price did prevail is clearly,  
16 exactly, and conspicuously stated in the advertisement.” Cal Bus. & Prof. Code § 17501.

17       **51.** Defendants’ routine of advertising discounted prices from false “market”  
18 prices associated with its Ralph Lauren Polo Factory store and other retail outlet products  
19 which were not the true prevailing “market” prices of those products and were materially  
20 greater than the true prevailing prices was an unfair, untrue and misleading practice. This  
21 deceptive marketing practice gave consumers the false impression that the products were  
22 regularly sold on the market for a substantially higher price than they actually were,  
23 therefore leading to the false impression that the Ralph Lauren branded products were worth  
24 more than they actually were.

25       **52.** Defendants misled consumers by making untrue and misleading statements  
26 and failing to disclose what is required as stated in the Code, as alleged above.

27       **53.** As a direct and proximate result of Defendants’ misleading and false  
28 advertisements Plaintiff and Class members have suffered injury in fact and have lost

1 money. As such, Plaintiff requests that this Court order Defendants to restore this money  
2 to Plaintiff and all Class members, and to enjoin Defendants from continuing these unfair  
3 practices in violation of the UCL in the future. Otherwise, Plaintiff, Class members and the  
4 broader general public will be irreparably harmed and/or denied an effective and complete  
5 remedy.

6 **THIRD CAUSE OF ACTION**  
7 **Violation of the Consumers Legal Remedies Act (“CLRA”),**  
8 **California Civil Code § 1750, *et seq.***

9 **54.** Plaintiff repeats and re-alleges the allegations contained in every preceding  
10 paragraph as if fully set forth herein.

11 **55.** This cause of action is brought pursuant to the Consumers Legal Remedies Act  
12 (CLRA), California Civil Code § 1750, *et seq.* and similar laws in other states. Plaintiff  
13 and each member of the proposed class are “consumers” as defined by California Civil  
14 Code § 1761(d). Defendants’ sale of Ralph Lauren branded products at its Polo Factory  
15 store and/or other retail outlet stores to Plaintiff and the Class were “transactions” within  
16 the meaning of California Civil Code § 1761(e). The products purchased by Plaintiff and  
17 the Class are “goods” within the meaning of California Civil Code § 1761(a).

18 **56.** Defendants violated and continues to violate the CLRA by engaging in the  
19 following practices proscribed by California Civil Code § 1770(a) in transactions with  
20 Plaintiff and the Class which were intended to result in, and did result in, the sale of Ralph  
21 Lauren branded products:

- 22 **a.** Advertising goods or services with intent not to sell them as advertised;
- 23 **b.** Making false or misleading statements of fact concerning reasons for,  
24 existence of, or amounts of price reductions.

25 **57.** Pursuant to § 1782(a) of the CLRA, on May 2, 2016, Plaintiff’s counsel  
26 notified Defendants in writing by certified mail of the particular violations of § 1770 of the  
27 CLRA and demanded that it rectify the problems associated with the actions detailed above  
28 and give notice to all affected consumers of Defendants’ intent to act. If Defendants fail to  
respond to Plaintiff’s letter or agree to rectify the problems associated with the actions

1 detailed above and give notice to all affected consumers within 30 days of the date of written  
2 notice, as proscribed by § 1782, Plaintiff will move to amend her Complaint to pursue  
3 claims for actual, punitive and statutory damages, as appropriate against Defendants. As to  
4 this cause of action, at this time, Plaintiff seeks only injunctive relief.

## 5 **VII. PRAYER FOR RELIEF**

6  
7 **58.** Wherefore, Plaintiff, on behalf of herself and on behalf of the other members  
8 of the Class, requests that this Court award relief against Defendants as follows:

- 9 **a.** An order certifying the class and designating COURTNEY DENNIS  
10 as the Class Representative and her counsel as Class Counsel;
- 11 **b.** Awarding Plaintiff and the proposed Class members damages;
- 12 **c.** Awarding restitution and disgorgement of all profits and unjust  
13 enrichment that Defendants obtained from Plaintiff and the Class  
14 members as a result of its unlawful, unfair and fraudulent business  
15 practices described herein;
- 16 **d.** Awarding declaratory and injunctive relief as permitted by law or  
17 equity, including: enjoining Defendants from continuing the unlawful  
18 practices as set forth herein, and directing Defendants to identify, with  
19 Court supervisions, victims of its misconduct and pay them all money  
20 they are required to pay;
- 21 **e.** Order Defendants to engage in a corrective advertising campaign;
- 22 **f.** Awarding attorneys' fees and costs; and
- 23 **g.** For such other and further relief as the Court may deem necessary or  
24 appropriate.

25 ///

26 ///

27 ///



**VIII. DEMAND FOR JURY TRIAL**

**59.** Plaintiff hereby demands a jury trial for all of the claims so triable.

Dated: May 2, 2016

**CARLSON LYNCH SWEET  
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